## MEMORANDUM OF UNDERSTANDING CONCERNING COOPERATIVE INFORMATION EXCHANGE RELATING TO THE DEVELOPMENT OF SOLAR HEATING AND COOLING SYSTEMS IN BUILDINGS

The agencies which have signed this Memorandum of Understanding,
Recognizing that there are within the territories of the
governments of the parties to the Memorandum of Understanding,
governmental and industrially-sponsored programs which collectively
form a broad-based attack on the challenging energy problems facing
our societies, and

energy for heating and cooling process in buildings will prove fruitful for all concerned, and desiring to undertake a comprehensive exchange of knowledge gained about the design, the technical characteristics, and the performance of solar energy systems and subsystems developed in the course of conducting and monitoring projects related to solar heating and cooling in buildings,

Agree as follows:

- 1. The aim of this Memorandum of Understanding is to encourage the cost-effective and practical application of solar energy to heating and cooling in residential, commercial, industrial, agricultural and public buildings. This aim shall be accomplished through the exchange of information related to research programs and experiments and by developing an agreed format for reporting performance characteristics of solar heating and cooling systems in such applications. Information respecting the performance of the major subsystems shall be included in the exchange, together with information respecting whole systems experiments relating to the effectiveness of solar energy in heating and cooling processes in buildings. Information exchange respecting both subsystems and whole systems shall, to the maximum feasible extent, include data relating the experiment to the thermal requirements and climatological and societal conditions involved.
- Each signatory to the Memorandum of Understanding shall appoint a representative through whom the information specified above shall be exchanged. Each signatory shall send to all other signatories special reports -- prepared in an agreed format on projects under the sponsorship or coordination, or with the participation of the signatory, at significant stages of work on solar heating and cooling processes in buildings, and of relevant and publicly available reports concerned in whole or in part with the subject matter of this Memorandum of Understanding. Copies of (a) the special reports in the agreed format, (b) of the full reports upon reasonable request, and (c) of additional material of general interest shall be sent expeditiously to the representative designated by each signatory. The signatories agree also to the maximum feasible extent to dispatch to the other signatories relevant information published by other governmental institutions, universities, private corporations and groups, and technical societies in their country.

- 3. Additionally, the parties will participate in meetings, which are expected to be held at least annually, for the review of research and development programs and for discussions and exchange (information and ideas for further research.
- 4. Participation in the agreements established by this
  Memorandum of Understanding and annexes is subject to the laws of the
  respective countries. This includes laws respecting the protection
  proprietary data and rights in intellectual property, including
  patents and copyright. All signatories agree to respect any such
  rights as may be established in accordance with the laws of other
  signatories as may relate to this Memorandum of Understanding.
  Participation is further subject to the availability of appropriatic
  to each signatory, as such availability may be determined in accorda
  with the legal processes of the government of the individual country
- 5. The signatories shall exercise their best efforts hereunde to ensure that all data in the subject area of this Memorandum of Understanding can be exchanged and will not be subject to claims for confidential treatment of any kind. Where, however, a private contractor or grantee maintains such claims despite the efforts to avoid such claims required herein, the signatories shall encourage such contractors or grantees to exchange data subject to such claims with other signatories to this Memorandum of Understanding, through special agreements or otherwise.
- 6. It is contemplated that a number of detailed procedures will be developed for cooperative efforts between agencies and will be incorporated as annexes to the original of this Memorandum of Understanding. When two or more signatories to this Memorandum of Understanding develop more specific relationships on subprograms or projects within the field of this Memorandum of Understanding, details of any agreement or arrangement between them may be annexed to the original of this Memorandum of Understanding.

- 7. Any signatory may terminate its participation under this Memorandum of Understanding by written notification to all other signatories. Such termination shall be effective 60 days from the date on the notification.
- 8. The original of this Memorandum of Understanding shall be deposited with the Department of State of the United States of America, which shall transmit two copies of the Memorandum of Understanding to each agency which notifies its intention to become a party hereto. Both copies shall be signed and dated on behalf of the agency and one copy shall be returned to the Department of State, which shall inform all agencies of signatures.
- 9. This Memorandum of Understanding shall enter into force on July 1, 1975, with respect to those signatories which have signed the Memorandum of Understanding on or before that date. With respect to those which sign subsequently, it shall enter into force on the date of signature.

FOR THE ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION

(Name and Title)

Nelson F. Sievering, Jr. Assistant Administrator International Affairs

DATE: May 13, 1975